

**HAMILTON COUNTY WATER & WASTEWATER TREATMENT AUTHORITY
APPLICATION FOR SEWER SERVICE
(PRESSURE SEWERS)**

The undersigned property owner located at _____ hereinafter called the "Applicant," requests the Hamilton County Water & Wastewater Treatment Authority, a body politic and corporate organized and existing under the laws of the State of Tennessee, hereinafter called "WWTA," to furnish sewer service subject to the conditions and terms as hereinafter set forth:

1. **Use of Sewage Service.** For the disposal of sewage and other waste in accordance with the regulations as set forth in the WWTA Sewer Use Rules and Regulations for Wastewater Collection Systems as adopted by the WWTA on March 1, 1997 with amendments.

2. **Description of Sewage Service.** The WWTA shall provide a low pressure sewerage system to the property line of the Applicant's place of residence or business, thereby allowing the Applicant to install a grinder pump and service line to connect with the system for disposal of waste and sewage.

The Applicant furthermore grants to the WWTA and its agents an easement to allow access to the premises to inspect and maintain the grinder pump, pipes, electrical control panel, and other appurtenances on Applicant's property

3. **Rates.** For the services requested, the Applicant hereby agrees to pay the WWTA in accordance with the WWTA's rate schedule.

4. **Billing.** The sewer use fee shall be included on the Applicant's water bill and shall become due when the water bill is due.

5. **Term.** The obligations of the parties hereto shall commence on the date when the Applicant ties to the WWTA's sewer system.

6. **Pumps.** The Applicant must purchase a grinder pump system from the WWTA or from an approved manufacturer and shall install said system, including all electrical connections, service lines, and other required appurtenances, at the Applicant's expense for the purpose of connecting the sewerage system of the Applicant to the sewerage system provided by the WWTA. A master plumber that has obtained Grinder Pump Certification by attending a WWTA training class must install said system. The WWTA shall sell the grinder pump system to the Applicant at the WWTA's cost plus ten percent markup for handling.

The Applicant agrees to provide the electrical connection and disconnect to be located next to the pump control panel, as required by the WWTA, for the purpose of making the system usable and that this electrical connection shall be at the Applicant's expense. All wiring requires an electrical permit from the

Hamilton County Building Inspection Department and must be connected by a licensed electrician and inspected by Building Inspection. The Applicant shall pay all electrical costs required to operate the pump in accordance with and throughout the term of this agreement. (See Item 2 of Terms and Conditions)

7. **Fee.** The Applicant hereby agrees to pay a standard tap-on fee and the cost of the grinder pump system if purchased from the WWTa when the tap-on permit is issued.

8. **Terms and Conditions.** The Applicant hereby agrees that the attached Terms and Conditions shall apply to this application and agrees to be bound by them. If the Applicant sells said property, the Applicant must furnish this Application, and Terms and Conditions to the new owner.

Dated this ____ of _____, 2006

SIGNATURE OF OWNER MUST BE OBTAINED TO EVIDENCE CONSENT TO OBLIGATIONS SPECIFIED HEREIN.

TERMS AND CONDITIONS

1. **Equipment Furnished and Maintained by Applicant.** The Applicant shall provide a 220 volt line from the main breaker box to the outside of the structure where the pump control panel is to be located, along with a weatherproof disconnect. The electrical wiring, disconnect, and other required electrical equipment connecting the residence or place of business of the Applicant to the pump control panel shall be maintained by the Applicant at all times in conformity with the requirements of the WWTa and the appropriate electrical authority. Further, the pipeline from the place of occupancy to the connection with the grinder pump basin shall be maintained by the Applicant at the Applicant's expense.
2. **Repair of Equipment.** The WWTa will maintain the pump control panel, the pump, the service line to the main sewer, and the main sewer lines so as to accommodate the Applicant for the use of sewer service. In the event of a failure of the grinder pump, control panel, or force main, the WWTa will be responsible for the repair or replacement of the failed part. If the failure is determined to have been the result of misuse of the sewer system by the Applicant, the Applicant will be charged for the repair or replacement of the damaged part.
3. **Owner's Consent.** In case the Applicant is not the owner of the premises which are to be served by the sewerage system, the Applicant hereby agrees to obtain, from the owner as herein provided, the necessary consent and easement for the installation and maintenance on said premises of all wiring and other electrical equipment as may be necessary or convenient for the supplying of electricity to the pumps as well as maintaining the pipeline from the main sewer line connecting the premises.
4. **Access to Premises.** Properly authorized agents of the WWTa shall, at all reasonable hours, have access to the premises for the purpose of inspecting the Applicant's installation and for examining, installing, repairing, or removing WWTa's pump or other property and for such purpose the Applicant hereby authorizes and requests his landlord, if any, to permit such access to the premises. This access shall be by means of an easement signed by the owner.
5. **Interruption of Service.** The WWTa will, at all times, exercise care and diligence in operating the sewer lines so as to furnish the Applicant, as nearly as practicable, a continuous availability of lines for the disposal of sewage and waste. If the WWTa shall be prevented from providing the service described herein as contracted for because of injury to or breakdown of its sewage collection lines or for necessary repairs thereto, because of acts of God or the public enemy, strikes, labor troubles, fire, riot, flood, civil disturbances, war or the consequences thereof, acts of public authority, litigation or any act or thing which is beyond its reasonable control, such interruption shall not constitute a breach of this agreement in which a cause of action for damages against the WWTa accrues to the Applicant, provided that the WWTa shall proceed with diligence to restore service as soon as practicable after receiving notice of interruption or failure.

The Applicant shall be responsible for notifying the WWTa in the event the grinder pump system's warning

light or alarm is activated. Failure to notify the WWTa that the warning light or alarm has been activated will relieve the WWTa from any damages caused by the failure of the grinder pump system before the WWTa was notified.

6. **Release of WWTa from Liability.** The WWTa shall not be liable for damages resulting to the Applicant or to third parties from the use of the sewerage system or any of the WWTa's equipment utilized in the providing of sewer service unless due to willful fault or negligence on the part of the WWTa.

7. **Right of Cut-Off.** The WWTa has the right to discontinue all of its sewer services to the Applicant on due notice and to remove the pump and any other property from the Applicant's premises in case the Applicant fails to comply with or fails to perform any of the conditions or obligations hereof.

8. **Damages.** In the event the Applicant discharges a foreign material or substance (including but not limited to plastic items, excessive amounts of grease or oil, motor oil, kitty litter, sand, paint, personal hygiene products, clothing or rags, metal or glass objects, etc.) into the sewerage system which impairs or damages the pump unit, the WWTa may, at its own discretion, assess the Applicant for time and/or materials required to repair the pump unit.

9. **Deposit.** The WWTa shall have the right at any time to require the Applicant to make a reasonable deposit in advance to secure the prompt payment of bills.

10. **Assignment.** The benefits and obligations of this agreement shall inure to and be binding upon the Applicant and the WWTa's successors and assigns provided, however, that no assignment hereof shall be made by the Applicant without first obtaining the WWTa's written consent.

11. **Agreement Subject to State and Federal Regulatory Acts and Regulations.** The Applicant understands that this agreement and the services to be provided hereunder are subject to any and all state and federal laws and regulations, including but not limited to regulations instituted by the Environmental Protection Agency of the United States Government and the Department of Environment and Conservation of the State of Tennessee to the extent that said laws and regulations are applicable. If in any event it is determined that any of the provisions contained herein are inconsistent with said laws or regulations, these laws and regulations shall take precedence over the provisions herein which are inconsistent, but the remainder of this agreement shall remain in full effect unless so determined to be invalid at a subsequent time.